

Original to fine
vault - Harbor
Gateway - Basement,
Lots #7 & 8, Parcel

6/5/03

2

RECORDING REQUESTED BY AND:
WHEN RECORDED MAIL TO:

03 1600779

BOEING REALTY CORPORATION
Attn: S. Mario Stavale
15480 Laguna Canyon Road, Ste. 200
Irvine, California 92618

MAIL TAX STATEMENTS TO ADDRESS ABOVE

21057989-X59/

23823291-M19

(Space above for Recorder's Use Only)

GRANT OF STORM DRAIN PIPELINE EASEMENT (PRIVATE)

WHEREAS, CDC/SMT Outdoor, LLC, a Delaware limited liability company, ("Grantor"), is the Owner of the parcel of land described on Exhibit "A" attached hereto and incorporated herein (the "Servient Estate"); and

WHEREAS, Boeing Realty Corporation, a California corporation ("Grantee"), is the Owner of the adjoining parcel of land described on Exhibit "B" attached hereto and incorporated herein (the "Dominant Estate"); and

WHEREAS, there is an existing public storm drain main pipeline ("Existing Storm Drain") which exists adjacent to the Servient Estate and under Knox Street, a public street adjacent to the Servient Estate and the Dominant Estate (as depicted on Exhibits "C-1" and "D" attached hereto), which was designed to accommodate stormwater runoff and storm drain lateral pipelines from the Dominant Estate and the Servient Estate;

WHEREAS, the Grantee desires to obtain a non-exclusive, perpetual easement for the exclusive benefit of the Dominant Estate for the installation, use, maintenance, repair and operation of a storm drain lateral pipeline and related facilities along, over, under and across a ten-foot wide strip of land on the Servient Estate, as more particularly described on Exhibit "C" and depicted on Exhibit "C-1" attached hereto and incorporated herein by this reference (the "Stormwater Easement Area"), for purposes of connecting such storm drain lateral pipeline from the Dominant Estate to the Existing Storm Drain;

WHEREAS, the Grantor is willing to grant, declare, reserve and convey to Grantee (and its successors and assigns in title to the Dominant Estate), for the exclusive benefit of the Dominant Estate, a non-exclusive, perpetual, appurtenant easement over, under, across, and through the Stormwater Easement Area on the terms and conditions hereafter set forth, for purposes of connecting a storm drain lateral pipeline from the Dominant Estate to the Existing Storm Drain;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, declares, reserves and conveys to Grantee, its successors and assigns, for the exclusive benefit of the Dominant Estate, an easement ("Easement") to install, use, maintain, repair and operate a storm drain lateral pipeline and related facilities along, over, under the Stormwater Easement Area (the "Stormwater Facilities"), for purposes of connecting such storm drain lateral pipeline from the Dominant Estate to the Existing Storm Drain, subject to and conditioned upon the following terms, conditions and covenants which the Grantee and Grantor, as applicable, hereby promises to faithfully and fully observe and perform:

1. Purpose. Grantee shall have the right to install (at Grantee's sole cost and expense) the Stormwater Facilities within the Stormwater Easement Area, provided that Grantee shall use commercially reasonable efforts to coordinate such installation with construction activities (if any) of Grantor on the Servient Estate and to reasonably minimize the interference with Grantor's use and enjoyment of the Servient Estate. In addition, Grantee (its successors and assigns) shall have the perpetual, exclusive right to keep in place and use any and all Stormwater Facilities installed by Grantee in the Stormwater Easement Area for stormwater drainage from the Dominant Estate and shall be permitted ingress and egress to and from the Stormwater Easement Area over the Servient Estate for the purposes of using, inspecting, operating, repairing, replacing and maintaining the Stormwater Facilities (but as to repair, replacement and maintenance, only to the extent that Grantee provides reasonable advance notice to Grantor of Grantee's intentions and reasonable needs to do so). Notwithstanding the foregoing or Grantee's exclusive rights hereunder with respect to the Stormwater Facilities, Grantor shall have the right to use the Stormwater Easement Area and to convey and grant other easements on, under and over the Stormwater Easement Area, all in accordance with paragraphs 4 and 5 below.
2. Maintenance, Repair, Compliance with Laws and Rules. Grantee shall at all times (at Grantee's sole cost and expense) (a) repair, maintain and replace as necessary or appropriate all and every portion of the Stormwater Facilities located from time to time on the Servient Estate and providing stormwater drainage for the benefit of the Dominant Estate, so that the same at all times are in sound operating condition, and (b) ensure that all and every portion of said Stormwater Facilities are in full compliance with each and all requirements (as from time to time amended) of any public authority having jurisdiction over the same and all past, present and future applicable statutes, orders, rules and regulations. Grantee shall also repair or replace, as promptly as practicable, all paving, driveways, landscaping and conduits upon, under, over, across or along the Stormwater Easement Area which are in any manner whatsoever damaged or removed in connection with the use of the Stormwater Easement Area by Grantee or its contractors or agents. All such repair and replacement shall be accomplished at Grantee's sole cost and expense. Without limiting the generality of the foregoing, in making any excavation on the Stormwater Easement Area, Grantee agrees to make such excavation in such a manner as will cause the least injury reasonably possible (using commercially reasonable efforts) to the surface of the ground around such excavation, to complete such excavation

as soon as reasonably practicable and in a manner which minimizes interference (using commercially reasonable efforts) with Grantor's use and enjoyment of the Dominant Estate, and to replace the earth so removed and restore the surface of the ground to the same condition as it was prior to such excavation.

3. Grantee's Use and Activities. Grantor shall exercise its rights under this agreement (the "Easement Agreement") so as to minimize, and avoid if reasonably possible, interference with Grantee's use of the Stormwater Facilities and/or Stormwater Easement Area as described herein.

4. Grantor's Permitted Use of the Stormwater Easement Area. Grantor may install (at Grantor's sole cost and expense, except as otherwise expressly provided herein) and use landscaping, paving, driveway(s), and surface parking facilities within and over the Stormwater Easement Area to the extent permitted by the City of Los Angeles, provided that such landscaping, paving, driveway(s), and surface parking facilities will not damage the Stormwater Facilities or otherwise interfere with the transmission of stormwater through the same. No other above grade improvements shall be permitted in the Stormwater Easement Area. Without limiting the generality of the foregoing, Grantor shall not erect, construct or maintain any structures, building improvements or block walls in or on the Stormwater Easement Area. Subject to the foregoing limitations, Grantor shall have and reserve the right to use, convey and grant other easements in, under and over the Stormwater Easement Area to the extent the same do not unreasonably interfere with the exercise of Grantee's (or its successors' or assigns') rights hereunder; provided, however, that neither Grantor nor any other person(s) (other than Grantee, its successors and assigns) shall have any right(s) to use the Stormwater Facilities.

5. Grantor Covenants. Grantor may grant, declare, reserve and convey any future easement in, on, over, under or across the Stormwater Easement Area, so long as the same complies with Section 3 and Section 4 above.

6. Indemnity and Insurance. Grantee shall indemnify and hold Grantor harmless from and against any and all claims or liability for bodily injury to or death of any person or loss of or damage to any property to the extent caused by Grantee's use of the Stormwater Easement Area or Stormwater Facilities or from any activity, work or thing done, permitted or suffered by Grantee, its employees, agents, contractors or invitees in or about the Stormwater Easement Area except claims and liabilities to the extent caused by any negligence or willful misconduct on the part of Grantor, its agents, employees, contractors or invitees (as to which Grantor hereby agrees to indemnify, defend and hold harmless Grantee). Grantee shall maintain and shall ensure that all of its contractors and agents entering the Stormwater Easement Area pursuant to this agreement maintain at the time of entries into the Stormwater Easement Area liability and other insurance coverages reasonably acceptable to Grantor.

7. Abandonment, Termination of Easement. Grantee shall have the right to abandon all its interest in the Stormwater Easement Area and this Easement Agreement by executing

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and recording a quitclaim thereof to the owner(s) of the Dominant Estate. Upon such abandonment, all further obligations of Grantee under this Easement Agreement shall terminate (but such termination shall not affect liability for breaches under this Easement Agreement or events occurring or accruing prior to such date of termination). Upon the abandonment of the Stormwater Facilities, Grantee shall have the right to turn over to Grantor the Stormwater Easement Area in its "AS IS" condition, and Grantee shall have no obligation to remove any Stormwater Facilities or other improvements thereon or thereunder. In addition, Grantor and Grantee acknowledge and agree that a certain temporary storm drain pipeline ("Temporary Storm Drain Lateral") currently connects the Dominant Estate to the Existing Storm Drain and is installed beneath a portion of the Servient Estate as described on Exhibit "D" attached hereto and incorporated herein by this reference ("Temporary Storm Drain Easement Area"), and upon installation by Grantee of the Stormwater Facilities, Grantee shall disconnect or block the Temporary Storm Drain Lateral from the Existing Storm Drain and shall automatically be deemed to have abandoned and quitclaimed to Grantor the Temporary Storm Drain Lateral and Temporary Storm Drain Easement Area, all in "AS IS" "WHERE IS" condition.

8. Notices. Notices required to be in writing under this Easement Agreement shall be personally served or sent by U.S. mail. Any notice given by hand shall be deemed given when delivered and any notice sent by mail shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U.S. mail, postage prepaid, and addressed as follows:

To Grantor: CDC/SMT Outdoor, LLC
c/o Clear Channel Outdoor, Inc.
2850 East Camelback Rd., Ste. 300
Phoenix, AZ 85016
Attn: General Counsel

To Grantee: Boeing Realty Corporation
Attn: S. Mario Stavale
15480 Laguna Canyon Rd., Ste. 200
Irvine, CA 92618

Either party may change the address to which notices may be given by giving notice as above provided.

9. Title. The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by Grantor. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

10. Covenants Running with the Land. The terms and conditions of this Easement Agreement shall be covenants running with the land, and shall burden and benefit the Grantor, the Grantee, and their respective successors and assigns in interest of the

Servient Estate and the Dominant Estate, respectively. The Easement rights granted herein are appurtenant to the Dominant Estate and shall be transferable to a third party only with a conveyance of the Dominant Estate.

11. Termination. No termination of this Easement Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination.

12. No Merger of Estates. The Easement granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein.

13. Attorneys' Fees. In the event that either party brings a legal action against the other party to enforce its rights hereunder, the substantially prevailing party shall be entitled to receive reimbursement from the other party such prevailing party's costs incurred in such legal action (including the cost of appeal), including without limitation reasonable fees and disbursements of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity.

14. Complete Agreement. This Easement Agreement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the easement provided for herein. This Easement Agreement may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Grantor and Grantee (or their respective successor owners of the Dominant Estate and the Servient Estate). This Easement Agreement includes Exhibits "A", "B", "C", "C-1", and "D" which by this reference are incorporated into this Easement Agreement.

15. Choice of Law. This Easement Agreement shall be governed by the laws of the State of California.

DATED _____

Grantee:

Boeing Realty Corporation, a
California corporation

By: _____

Its: **Alan E. DeFrancis**
Vice President

Grantor:

CDC/SMT Outdoor, LLC, a Delaware
limited liability company

By: _____

Its: **Breg McGrath**
President, Western Region

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

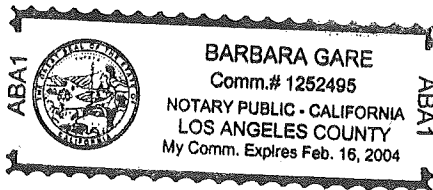
CALIFORNIA

} ss.

On MARCH 26, 2003, before me, BARBARA GARE, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Greg McGRATH
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Barbara Gare

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

03 1600779

6/5/03

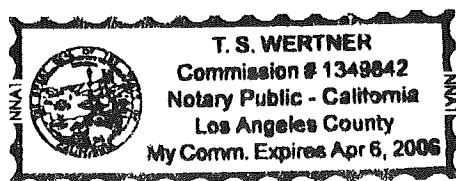
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

} ss.

On April 3, 2003 before me, T.S. Wertner, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Alan E. DeFrancis
Name(s) of Signer(s)☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

T.S. Wertner

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

03 1600779

6/5/03

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[NOTARIAL ACKNOWLEDGEMENTS REQUIRED]

03 1600779

EXHIBIT "A"**"SERVIENT ESTATE"**PARCEL 1

APN 7351-003-021 (PORTION)

LOT 7 OF TRACT NO. 52172 AS PER MAP ON FILE IN BOOK 1262, PAGES 59 THROUGH 62 INCLUSIVE OF MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA;

TOGETHER WITH THAT PORTION OF LOT 8 OF SAID TRACT NO. 52172, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 7, NORTH 89°55'34" EAST, 41.83 FEET; THENCE, SOUTH 00°04'26" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 501.48 FEET TO A POINT ON A CURVE IN THE SOUTHERLY LINE OF LOT 8, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1168.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 08°49'17" WEST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°05'00", AN ARC LENGTH OF 42.47 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE, NORTH 00°04'26" WEST, 494.16 FEET, ALONG THE EAST LINE OF SAID LOT 7, TO THE POINT OF BEGINNING.


DANNY CHARLES PETERSON, P.L.S. 6200
REGISTRATION EXPIRES 3-31-06



EXHIBIT "B"
"DOMINANT ESTATE"

PARCEL 2

APN 7351-003-021 (PORTION)

LOT 8 OF TRACT NO. 52172 AS PER MAP ON FILE IN BOOK 1262, PAGES 59 THROUGH 62 INCLUSIVE OF MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 OF SAID TRACT NO. 52172; THENCE, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 7, NORTH 89°55'34" EAST, 41.83 FEET; THENCE, SOUTH 00°04'26" EAST, PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 501.48 FEET TO A POINT ON A CURVE IN THE SOUTHERLY LINE OF SAID LOT 8, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1168.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 08°49'17" WEST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°05'00", AN ARC LENGTH OF 42.47 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE, NORTH 00°04'26" WEST, 494.16 FEET, ALONG THE EAST LINE OF SAID LOT 7, TO THE POINT OF BEGINNING.


DANNY CHARLES PETERSON, P.L.S. 6200
REGISTRATION EXPIRES 3-31-06

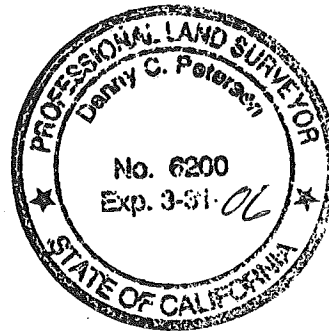


EXHIBIT "C"
STORM DRAIN EASEMENT
LEGAL DESCRIPTION

THE SOUTHERLY 10.00 FEET OF THE EASTERLY 50.00 FEET OF PARCEL 1 OF LOT
LINE ADJUSTMENT NO. 2002-6786 IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS EVIDENCED BY THAT CERTAIN CERTIFICATE OF
COMPLIANCE RECORDED _____ INSTRUMENT NO. _____,
IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.


THIS DOCUMENT WAS PREPARED BY ME OR
UNDER MY DIRECTION ON JANUARY 09, 2003.


DANNY CHARLES PETERSON, P.L.S. 6200
REGISTRATION EXPIRES 3-31-06



03 1600779

SD-ESMT.dwg 1-16-03 1:39:01 pm EST

1 OF 1	<p align="center">EXHIBIT "C"</p> <p>STORM DRAIN EASEMENT PARCELS 1 & 2, LLA2002-6786, CITY OF LOS ANGELES</p>	<p align="center"> & ASSOCIATES INC.</p> <p>701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705 TEL. (714) 560-8200</p>
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6/5/03

RECORD OWNER OF ALL PARCELS:

BOEING REALTY CORPORATION
15480 LAGUNA CANYON ROAD, SUITE 200
IRVINE, CALIFORNIA 92618-2114
(949)790-1900

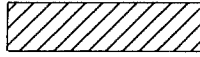
EXHIBIT "C-1"
STORM DRAIN EASEMENT
(MAP)

13

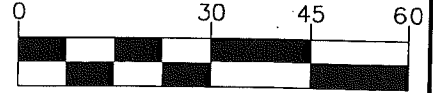
ZONING

M3-1

NOTE: ALL PARCELS ARE VACANT

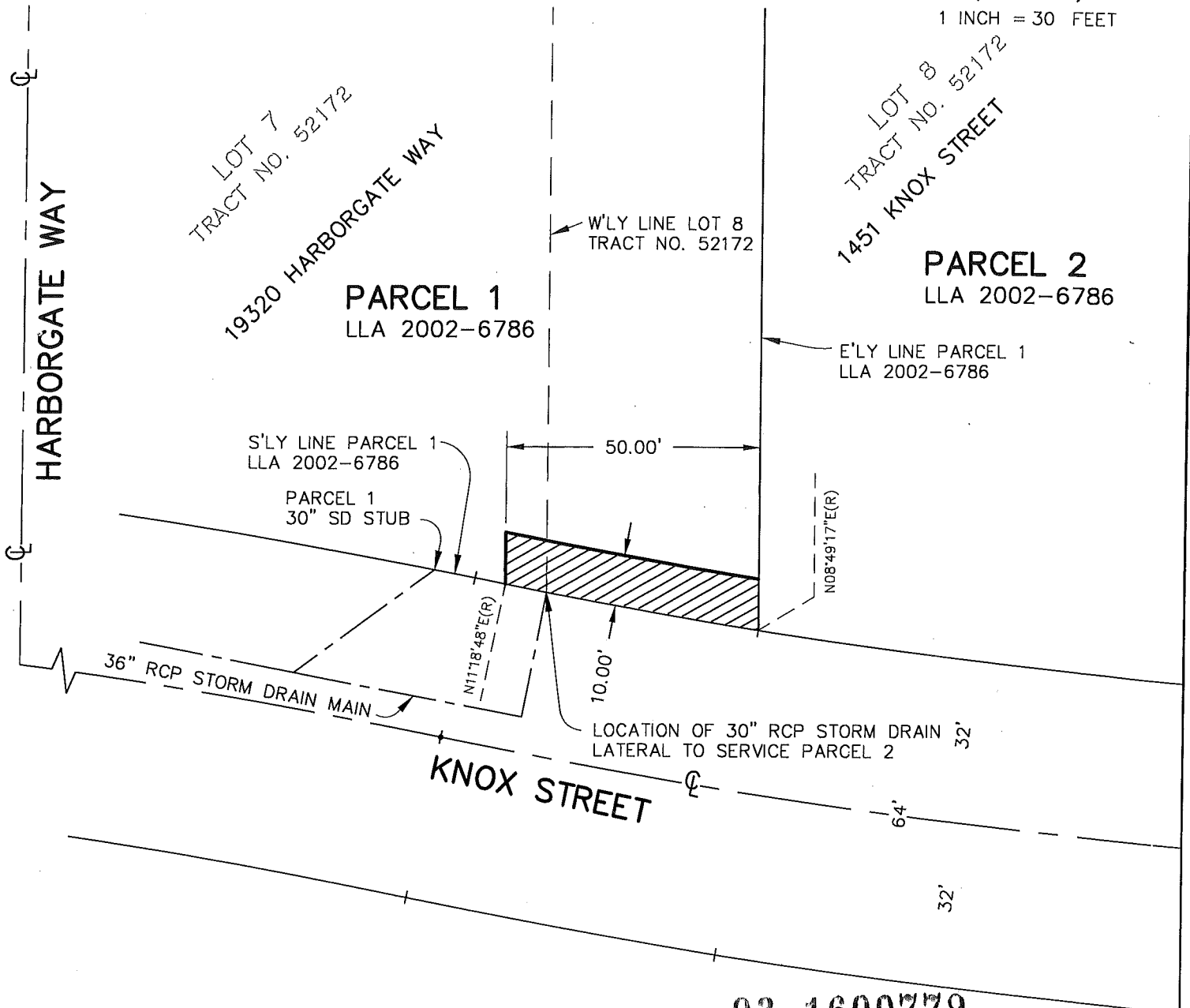


DENOTES STORM DRAIN EASEMENT



(IN FEET)

1 INCH = 30 FEET



03 1600779

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1 OF 1

EXHIBIT "C-1"

STORM DRAIN EASEMENT
PARCELS 1 & 2, LLA2002-6786, CITY OF LOS ANGELES



& ASSOCIATES INC.

701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705

TEL. (714) 560-8200

BOE-C6-0095119

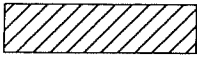
6/5/03

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EXHIBIT "D" TEMPORARY STORM DRAIN EASEMENT AREA



DENOTES TEMPORARY STORM DRAIN EASEMENT AREA

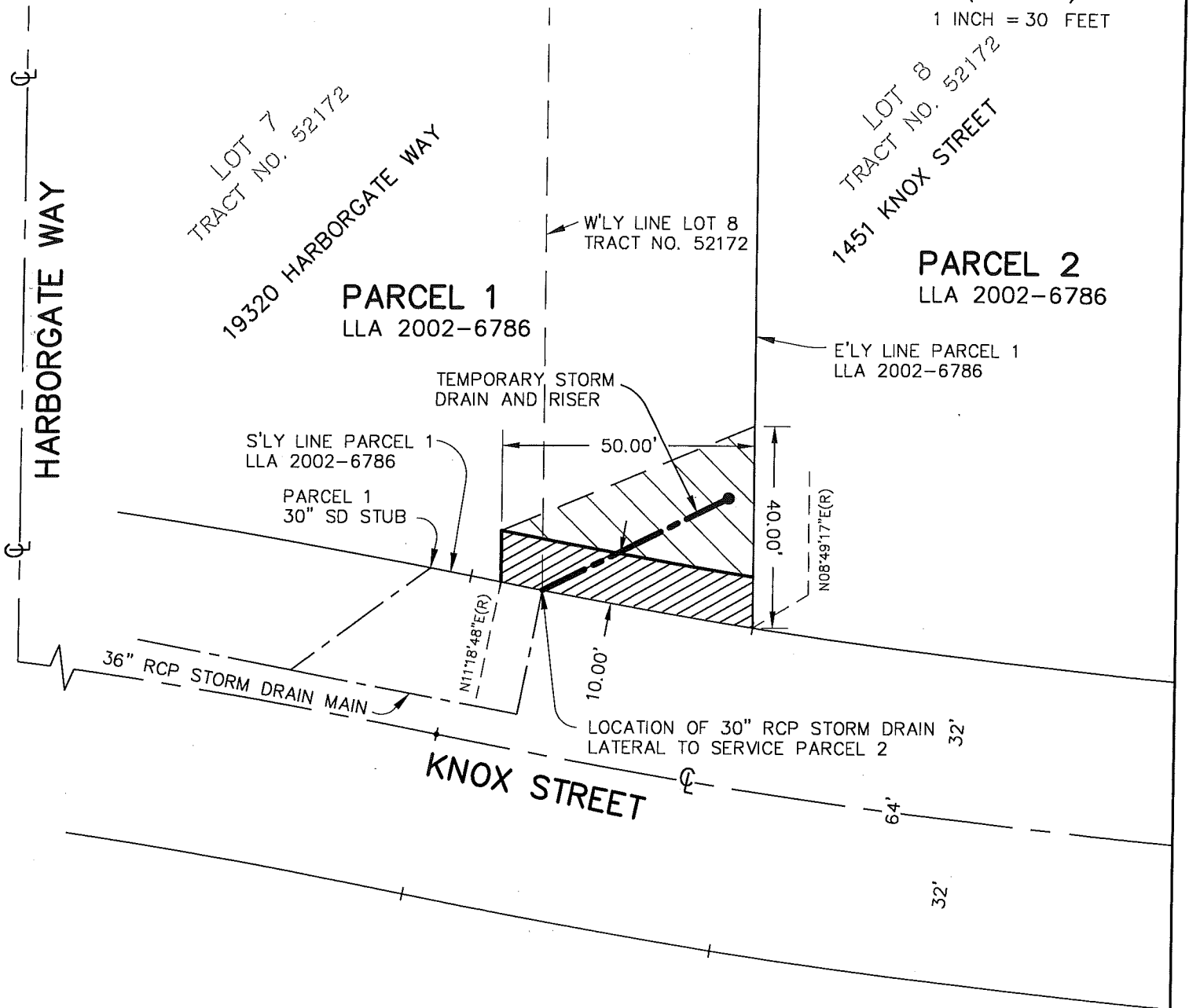


DENOTES STORM DRAIN EASEMENT



(IN FEET)

1 INCH = 30 FEET



03 1600779

SD-ESMT.dwg 1-16-03 1:39:01 pm EST

1 OF 1

EXHIBIT "D"

TEMPORARY STORM DRAIN EASEMENT
PARCELS 1 & 2, LLA2002-6786, CITY OF LOS ANGELES



& ASSOCIATES INC.

701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705

TEL. (714) 560-8200

BOE-C6-0095120